

EXHIBIT

B

PLAYER CONTRACT

NATIONAL INDOOR FOOTBALL LEAGUE
600 LOIRE AVE. LAFAYETTE, LA 70507

THIS CONTRACT is between Danica Hilsenroth, hereinafter "Player" and Stoux Faux Strom, hereinafter "Club" as a member of the National Indoor Football League ("League"). In consideration of the promises made by each to the other, Player and Club agree as follows:

1. TERM. This contract covers one League football season, and will begin on the date of execution or January 1, 2001, whichever is later, and ends on the last day of August, 2001 unless extended, terminated or renewed as specified elsewhere in this contract. Player's contract is not continuous with any previous League and/or Club employment.

2. EMPLOYMENT AND SERVICES. Club employs Player as a skilled football player. Player accepts such employment. He agrees to provide his best effort and loyalty to the Club, and to conduct himself on and off the field in a professional manner. Player will report promptly and participate fully in Club's official mandatory mini-camp(s), official pre-season training camp(s), all Club meetings and practice sessions, and all pre-season and post-season football games scheduled for or by the Club. Prior to beginning the season Player will undergo a complete physical examination by a Club-designated physician. Upon completion of the season, Player will undergo a complete physical by a Club-designated physician. If invited, Player will practice for and play in any and all, all-star football games sponsored by the League. Player will receive compensation if playing in All-Star game. During the term of this contract Player will not participate in any other form of full-contact football game, or non-sanctioned all-star games without the permission of said Club.

3. PAYMENT WHILE ON ACTIVE ROSTER. Player will be paid 100% of his compensation under this contract in weekly payments over the course of the applicable season period, commencing with the first regular season game played by Club in each season. Unless this contract specifically provides otherwise, if this contract is executed or Player is activated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly portions of his compensation otherwise, if this contract is terminated after the beginning of the regular season, the yearly salary payable to the Player will be reduced proportionately and Player will be paid the weekly portions of his compensation having become due and payable up to the time of termination.

4. COMPENSATION. Player will receive weekly for each League game, the sum of:

	<u>Active</u>	<u>Inactive</u>	<u>Team Rep</u>
1 st year	\$200.00	\$50.00	
2 nd year	\$250.00	\$50.00	
3 rd year	\$300.00	\$50.00	<u>Half</u>

EXHIBIT

Tables

5. DEDUCTIONS. Any advance made to Player will be repaid to Club, and any properly levied Club fine or Commissioner's fine against Player will be paid in cash on demand or by means of deductions from payments coming due to the Player under the contract, the amount of such deductions to be determined by Club.

6. ASSIGNMENT TO OTHER LEAGUES. The League or Club may sell, exchange, assign or transfer this Contract and/or League's rights to Player's services under this Contract to any professional football team or league only in accordance with procedures set forth in Paragraph 13 of this contract. Player agrees to accept any such sale, exchange, assignment or transfer of this contract and/or League's rights to Player's services under this contract. League may provide to the physicians and/or officials of any interested team or league all relevant medical information relating to Player.

7. WORKMAN'S COMPENSATION INSURANCE & MEDICAL INSURANCE COVERAGE. If the state in which Player's Club operates requires state Workman's Compensation Insurance, said Club will provide the coverage for Player. Club will provide Worker's Compensation through Employee Share, Beavers Fall PA.

8. TERMINATION. The Club may terminate this contract without cause. If, in the sole judgment of the Club, Player's service will not be necessary for Club to field a professional football squad Club may terminate Player's contract. Player understands that he is competing with other players for a position on the roster of said Club. At any time and in the sole judgment of the Club, said Club may terminate this contract if Club determines that Player's skill or performance has been unsatisfactory as compared with that of other players competing for roster positions, in which event all earned but unpaid salary Player has earned or is otherwise entitled to shall be due and payable. If this contract is terminated by Club and either Player or Club so request Player will promptly undergo a complete physical examination by a Club-designated physician.

9. RULES. Player will comply with and be legally bound by the National Indoor Football League Rules & Regulations and by all Club rules, policies and regulations as established and/or modified from time to time which are not inconsistent with provisions of the contract.

10. PUBLICITY AND COOPERATION WITH NEWS MEDIA. Player hereby grants to Club and League, separately and together, the authority to use his name, likeness and pictures for publicity and promotion of the League, Club and any of its other member clubs in newspapers, magazines, motion pictures, game programs, roster manual, media guide, broadcasts, and all other publicity and advertising media or merchandise. At the direction of Club or League, Player shall make personal appearances on behalf of official League or Club corporate sponsors or suppliers. League or Club shall have discretion to select a reasonable time and place for such appearance, which may or may not be in uniform. Player will cooperate with the news media and will participate upon request in promotional activities of the League and Club. Player may receive an appearance fee from sponsor.

11. USE OF PLAYER'S NAME AND OR LIKENESS. Player irrevocably grants and assigns to League, Club, and any League designated entity during and beyond the term of this contract the right to use his name and/or likeness (including still photographs, motion pictures and/or

videos) in connection with the advertisement, promotion or sale of trading cards or any other commercial product or entity, including but not limited to, the advertisement and promotion of official League or Club corporate sponsors and official League or Club suppliers. Player hereby waives any claim to any revenue received by League, Club and/or League designated entity as a consequence of such use of Player's name or likeness. Player may receive compensation for playing cards, still photographs, motion pictures and videos.

12. LEAGUE EQUIPMENT. Player agrees to wear and use only League approved apparel and equipment while performing football services under this contract. Specifically, but without limitation, while performing those services, Player shall only wear footwear and uniforms (jersey and pants), socks, gloves, and wristbands and any other items worn on the field and sidelines supplied by the League licensees to which their Clubs are assigned. Player shall not remove, cover, obscure or otherwise alter any logo that appears on footwear, apparel, equipment or other products to him by the League for use while performing football services under this contract. Final check will be held until player returns all assigned football equipment and gear to coach.

13. SIGNING WITH ANOTHER PROFESSIONAL LEAGUE. League teams have the discretion to release Player from this contract if he has an opportunity to sign with a recognized outdoor professional football league (National Football League, Canadian Football League, NFL Europe or XFL). If Player leaves his Club for employment with a competing professional indoor football league he will be in breach of this contract unless he first obtains a written release from Club and League following discussions with both parties. The impact of Player's leaving League to accept employment with a competing professional indoor football league will cause both Club and League significant damage in terms of Club chemistry, publicity, marketing, and other respects that cannot be easily calculated. Therefore, Player agrees that in the event he breaches this contract by accepting employment with a competing professional indoor football league, he will pay Club a sum of five thousand dollars (\$5,000) to compensate Club for breach of this contract.

14. LEAGUE DISCIPLINE. Player recognizes the detriment to League and Club that would result from impairment of public confidence in the honest and orderly conduct of League or the integrity and good character of League players. Player acknowledges his awareness that if he accepts a bribe or agrees to throw or fix a League game; fails to report promptly a bribe offer or an attempt to throw or fix League games; bets on a League game; knowingly associates with gamblers or gambling activity; uses or provides other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance; knowingly associates with drug dealers or users; uses, possesses, sells, provides or distributes illegal drugs; or is guilty of any other form of conduct reasonably judged by the League to be detrimental to the League or Club, the League or Club will have the right and discretion to fine Player in a reasonable amount, to suspend Player for a certain period or indefinitely, to terminate this contract and/or otherwise to discipline Player.

15. DISPUTES WITH CLUB. A Player with a dispute with his Club shall bring it promptly to the attention of the League OPERATIONS at the League Office in Lafayette, LA. In all such disputes, Player agrees that the League Commissioner shall be the final authority, and any decision of the Commissioner regarding such a dispute shall be final and binding upon Player. Player agrees that decisions of the Commissioner regarding such disputes shall not be subject to arbitration.

16. **AGREEMENTS - LEAGUE APPROVAL REQUIRED.** Clubs is allowed to offer player incentive-based ADDENDUM contracts. Incentive contracts must be submitted with player contract and kept on file by league office. Incentive contracts are offered solely on the discretion of the club.

17. The parties agree that each provision of this contract is severable and if any provision is determined by a court of competent jurisdiction or administrative agency to be illegal or invalid, the validity of the remaining provisions shall not be affected and the illegal or invalid provisions shall be deemed not to be a part of this contract.

18. **LAW.** This contract is entered into, made under, and shall be governed by the laws of the State of South Dakota, United States of America.

19. **REVIEW OF CONTRACT.** This contract is executed in three (3) copies. Player acknowledge that before signing this contract he has read all provisions of the Contract, including any addenda, and understands all provisions thereof, and has been given the opportunity to seek advice from or be represented by persons of his own selection for the review of this contract

Player

DATE

3/2/01

Team Representative

3-2-01

Date

NFL CEO

Date

Carolyn Shiner